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## The Solicitors' Journal.

LONDON, SEPTEMBER 20, 1862.

THE REGULATIONS FOR HER MAJESTY'S diplomatic service, set forth in the *Gazette* of the 16th instant, show pretty clearly that Lord Malmesbury's views on civil service education are not to regulate the conduct of the Foreign Office under the present administration. If we omit certain minor distinctions between various classes of candidates, the following are, substantially, the points in which aspirants to the honours and emoluments of the diplomatic service are to be examined:—Orthography and handwriting; general intelligence, as shown by the power of seizing rapidly the important points of papers; *précis* writing; Latin grammar and construing; French and German grammar, construing, conversation, and composition; international history within certain limits; geography; elements of arithmetic; first book of Euclid; a general knowledge of maritime and international law, to be acquired from Wheaton's "Elements of International Law," and the first volume of Kent's "Commentary."

The examination in the above subjects is, as usual, to be conducted by the Civil Service Commissioners, who have hitherto in all branches of the service proved equal to the grave trust reposed in them. The fact that maritime and international law are included in the list of subjects is worthy of remark as showing that the authorities intend to provide for the contingency of the novice of to-day becoming the minister or *chargé d'affaires* of a future official generation. This is as it should be. Although doubtless every grave question of law must be ultimately referred to the professional advisers of the Crown, yet it is right that the officers of the diplomatic service should know when a *deus ex machina* is required, and when matters may be settled without the necessity of such intervention. This result can only be attained by giving young *attachés* a moderate groundwork of legal information, which may enable them throughout their official life to consult elementary works without the certainty of misunderstanding everything they read. Perhaps we may generalize a little, and suggest that such a groundwork might with advantage form a portion of every gentleman's education. "Every man his own lawyer" is, it is true, a most dangerous maxim; but it would greatly stimulate the members of the legal profession to know that those who consult them were not entirely ignorant of the subject under discussion. Every trader sells his best wares to good judges, and puts off the careless and ignorant with an inferior article. Of course a lawyer and a gentleman would be incapable of so mean and sordid a calculation; but the flesh is weak, and with the fixed intention to do his best even for the most ignorant who consult him, he would unconsciously give a more carefully considered opinion to a client who was better able to appreciate his industry. Hence a general diffusion of legal information would be followed by a corresponding rise in the tone of the profession, just as a taste for painting calls forth artistic talent, or a demand for goods improves the style and quality of manufactures. This principle, though long ignored, is now beginning to make its way, and its progress is testified by the introduction of elementary law

into the examinations at Oxford and at several of our public offices. In some branches of the civil service special legal knowledge is more than usually important, and as the diplomatic corps is one of these, we are glad to see that, in this branch of the service, maritime and international law are not omitted from the list of subjects for examination.

THE POINT IN DISPUTE between the Messrs. Jones (or Herbert) of Clytha and Lord Llanover appears to be assuming the importance of a public question. It may be of little consequence to the world at large whether Mr. A. of B. wears a blue coat or a black one; but the country would be up in arms immediately if a man were denied the ordinary privileges of his position because he had thought proper to change the colour of his garments. The Jones-Herbert controversy is pretty much on all-fours with this supposititious case. The commoner aspires to serve his Queen and country in the manner usual among gentlemen of his position; the peer relies on his high official authority and refuses honour and promotion unless they be accepted in combination with the unwelcome name of Jones. But are we begging the question? Has a man really as much right to change his name as to change his coat? We believe that he has, and we purpose very shortly to lay before our readers a statement of the law on the subject. In the mean time, we propose now to give a brief *résumé* of the circumstances of this singular dispute, in order that we may be able on a future occasion to consider the surname question in a broad legal point of view, without having to allude minutely to the personal discussions which have brought it into notice.

It appears that Mr. John Jones, of Llanarth, (deceased) and Mr. William Jones, of Clytha, (still living) were brothers. The former left a son, also named John Jones, who married a daughter of Lord Llanover (then Sir Benjamin Hall) and shortly after changed his name to Herbert. At that time we need hardly say that Lord Llanover was not Lord Lieutenant of Monmouthshire. Whether he would have resisted the change of name made by his own son-in-law, if he had had the power to do so, we leave it to our readers to conjecture. It happened that in course of time Mr. Jones, of Clytha, uncle of Mr. Herbert, of Llanarth, determined to make a similar change of name on the coming of age of his son William Reginald. How long ago this resolution was taken we are not informed; but Mr. Jones's intention was generally known in 1861. Mr. W. R. Jones attained his majority in February, 1862, and thereupon both father and son assumed the name of Herbert. So far all had run smoothly; but on Mr. W. R. Herbert's applying to be gazetted in the militia under his adopted name, he was informed by the clerk to the lieutenancy that this could not be done, because "all commissions must be made out in the real name of the parties to whom they are granted." At the same time the clerk intimated that the Lord Lieutenant would submit the name W. R. Jones for approval if desired, but that his Lordship could not submit a name which he had merely assumed without the Royal license and authority for so doing.

So far the controversy only concerns the son; but the clerk to the lieutenancy also took upon himself to inform young Mr. Herbert that when the list of justices should be read over in the Crown Court by the clerk of assize, his father, Mr. William Herbert, would be designated Jones as theretofore. On receiving this piece of gratuitous information Mr. Herbert, the father, wrote to the Lord Chancellor, and was informed in answer that his name could not be altered in the commission until he should have obtained the Royal license to assume and bear the name and arms of Herbert.

At present, then, the matter stands thus—the Queen is deprived of the services of two honourable and wealthy gentlemen because the Lord Lieutenant deems

the Royal license, and the Lord Chancellor the Royal license and the assumption of arms, essential to a change of name. If these high authorities are right in their law, we have nothing more to say; but if the legal dogmas set forth by them are palpably erroneous they must have been guilty of unjustifiable haste, or must have yielded to some sinister influence. In a legal journal we have nothing to do with motives, and though the nobleman who refuses to recognise Mr. Herbert (sometime Jones) of Clytha calls Mr. Herbert (sometime Jones) of Llanarth his son-in-law, we shall in our future observations endeavour to look upon the subject purely in its legal bearings, and endeavour to ascertain, not whether there is any private jealousy in the matter, but simply whether an injustice has been done, and if so, whether the law of England provides a remedy.

IN A CAUSE OF *ELICE V. ROUPPELL*, an application has been made to Vice-Chancellor Stuart in chambers for the purpose of perpetuating the testimony of Alfred Douglas Harwood, a witness to a certain alleged deed of gift to William Roupell. So well known are the general circumstances of the Roupell frauds that we need not here attempt any recapitulation. The present bill is filed by the transferees of a mortgage made by William Roupell on the basis of the alleged deed of gift; and the defendants, who are the widow and heir of the deceased Richard Palmer Roupell, are understood to contend that the deed of gift was forged; whereas the plaintiffs maintain that it is genuine and valid. This is the first glimpse that we have had of what may be briefly termed the *other side* of the question. Whether William Roupell is a forger as he himself alleges, and no perjurer, whether he is a perjurer and no forger, or whether he is a forger of some documents, and a perjurer as regards the others, will yet have to be determined by the Courts. The application to record and preserve testimony appears to have failed on account of some irregularity in the mode of applying, but the Vice-Chancellor has granted an order for examination *de bene esse*.

WE CONGRATULATE MR. SERJEANT GASELEE on his happy escape from a broken head, or, at least, from a serious disarrangement of his *chevelure*. There are perils in all lines of life, but not the least is that which a judge must incur from the sudden thirst for vengeance which is aroused by a fresh sentence in the soul of an oft-convicted criminal. A prisoner named Edwin Bleay, five times before convicted, was brought before the learned serjeant at the Middlesex Sessions on Tuesday last, charged with stealing a watch. In consideration of the fresh offence, and with due regard to the prisoner's previous excellent character, the Court pronounced a sentence of five years' penal servitude; whereupon the prisoner threw himself down and coolly proceeded to take off his shoes, with the evident intention of throwing them at the judge's head. Luckily, the dock officer interfered, and with great difficulty the prisoner was removed to a cell. This little incident thus passed off without catastrophe and probably raised a general laugh; but surely judges should be more carefully protected. The prisoner might have succeeded by artifice, although brute force failed, or he might have proved stronger than the officer and had one "shot" before he was secured. In either case an undignified scene would have been the result, and it is quite within the limits of possibility that the learned serjeant might have been seriously injured.

SIR WM. MILMAN, BART. (barrister-at-law), has presented a silver cup, and Mr. Henry Griffith a small bore rifle, to be shot for by the Inns of Court Volunteer Corps. The contest is to take place at Sheen on Saturday, Nov. 8. The ranges will be 200, 500, and 600 yards, five shots at each range, and the contest will be confined to those effectives who have kept their position drills and passed the third class. The highest scorer is to have the choice of the two prizes.

MR. CHARLES PEARSON, City Solicitor, died at his residence, at Wandsworth, on Sunday morning last. The deceased gentleman had suffered from illness for some time previously, but was able to attend to business up to the Monday previous to his decease. Several rumours are afloat as to who will be the successor of Mr. Pearson as city solicitor. Among those named as being likely to become candidates for the office, are Mr. Henry Wellington Vallance, Mr. Josiah Wilkinson, Mr. Thomas Parker, and Mr. De Jersey.

MR. J. F. HOLLINGS, barrister-at-law, of Stonygate, Leicester, died at his residence on Monday last. Mr. Hollings was in the commission of the peace for the borough, and was Mayor of Leicester in 1860.

MR. THOMAS HUGH OLDMAN, of Gainsborough, has been appointed a Commissioner to administer oaths in the High Court of Chancery in England.

#### HOUSE OF LORDS DECISIONS, 1862.

##### No. I.

The process of British legislation is two-fold. It is not confined to the Queen, Lords, and Commons. The judiciary is another juristic power, which is, indeed, the sole exponent of all our laws. It is hardly necessary to remind the reader that a large portion of our law is in its original unwritten, that we only find its reflex in the reports, and that for its pristine authority we might be compelled to resort even to the twilight of fable. Not only, however, is the judiciary, as revealed through its oracles the reports, the sole repository of the common law. It is itself the fountain of a considerable portion of our actual jurisprudence—of that element which is commonly designated judge-made law. There may be some doubt, indeed, whether this judicial code is anything more than an application of well-established principles to new circumstances, and so denoting rather the exercise of their proper functions by the judges than any encroachment by them upon the Legislative. But in whatsoever manner the juristic relations of the judicial to the legislative may be determined in respect of this head, there can be no doubt that the law of the land is not the mere letter of the statute-book, but is rather the sense ascribed to that letter by the judges. The reply of the judges to Charles the First, when consulted by him upon the probable effect of his subscribing the Petition of Right—"that every statute has its interpretation"—is worth remembering. It is not "the dream," so much as "the interpretation thereof," that is valuable. The statute is, so to speak, nothing more than the crude material; the judicial decision is the complete manufacture.

But, if these observations be correct (and we think that they cannot be gainsayed) how completely do they apply to the decisions of the highest tribunal? There has been unfortunately no infrequent conflict of judicial opinion between the various courts, and case may often be cited against case. But this cannot be said of decisions of the House of Lords. At all events, whatever may be said respecting the relative authority of co-ordinate courts, there can be no doubt that the House of Lords makes it an invariable rule never to overrule its own decisions. If such an event ever happens, it is the effect of accident, of mistake, of anything but intention on the part of that supreme tribunal. It would, doubtless, be desirable that our courts of appeal should be remodelled, so as to insure a good average amount of judicial attendance, and a probability of the ultimate decision being in accordance with the balance of the previous judicial judgments on the same particular question. But, howsoever organised, the House of Lords constitutes a judicial authority, the decisions of which are reversible only by Act of Parliament. The importance of attending to the decisions of our highest court of appeal cannot, consequently, be ex-

aggregated or denied. We therefore propose to give in a series of articles, according to our custom, the effect of the most important adjudications of the House of Lords during the last session. We shall also in another series of short papers give a brief summary of the changes made in our law by the legislation of the past session, so as to enable our readers readily to keep *au courant* with the achievements of the Legislature, as well as with the current of judicial decisions.

**NEW BRUNSWICK AND CANADA RAILWAY AND LAND COMPANY (LIMITED) v. CONTREBARE, 10 W. R. 305.**

This case appears calculated to throw much light upon the doctrine of warranties and of constructive notice, in respect of dealings with a public company. Disputes respecting alleged affirmations of value are always hard to be determined, as regards a purchaser's right by reason of such to rescind the contract. But such questions become much more complex when they relate to the whole career and commercial fortunes of a public company—its past history—its present position, and future prospects.

With respect to the quality of an article a purchaser is, in all cases, remediless, unless there be a warranty given respecting it. The rule of law, however, in respect of warranties of personal chattels is very strict. For it was held in *Power v. Barham*, 1 A. & E. 473, and has been since confirmed by numerous cases, that every affirmation at the time of sale of personal chattels is a warranty, provided it appears to have been so intended. And this is the law even where there is a written memorandum relating to the subject-matter of the representation: *Allen v. Pink*, 1 M. & W. 140, unless that it purports to be a complete contract: *Harnon v. Groves*, 15 C. B. 667.

It was held in *Pasley v. Freeman*, 3 T. R. 51, 2 Smith's Lead. Cas. 68, that a false affirmation made by the defendant in an action with intent to defraud the plaintiff, whereby the latter receives damage, is the ground of an action upon the case in the nature of deceit, and that it is not necessary in such an action either that the defendant should be benefitted by the deceit, or that he should collude with the person who is. If the assertion be regarding a mere matter of opinion, in respect of which different men might differ, there cannot of course be a fraudulent misrepresentation, unless indeed, there be adduced special proof that the defendant knew the fact to be false. In *Crawshaw v. Thompson*, 4 Man. & Gr. 387, Cresswell, J., thus lays down the rule:—"The cases may be considered to establish the principle that fraud in law consists in knowingly asserting that which is false in fact to the injury of another." The novelty of the action, however, is no objection to its validity, provided the injury is clearly shown to exist. Accordingly, the principle of the decision in *Pasley v. Freeman* was, in the case of *Pontifex v. Bignold*, 3 Man. & Gr. 63, extended, so as to be deemed adequate to support an action against an insurance company for misrepresentation as to the mode in which their business was conducted, by which the plaintiff had been induced to insure.

The reader is, doubtless, familiar with the discussion to which the decision in *Cornfoot v. Foeke*, Ex. 6 M. & W. 358, gave rise, viz.—whether legal without moral fraud invalidates a contract, or furnishes ground of action. The doctrine, however, that moral fraud in the party making a representation is necessary to invalidate a contract or furnish ground of action, cannot at all be extended to those cases in which the representation expressly or impliedly forms part of the contract between the parties, as cases of insurance or the like. In reference to this head, under which the present case may be properly classed, the reader may consult with advantage the cases of *Wontner v. Sharp*, 4 C. B. 404; *Watson v. The Earl of Charlemont*, 12 Q. B. 856; *Gerhard v. Bates*, 2 E. & B. 476; *Bagshaw v. Seymour*, 18 C. B. 903; *Bedford v. Bagshaw*, 4 H. & N. 538; *Scott v. Dixon*, 29 L. J. Ex. 62 note; *The National Ex-*

*change Company of Glasgow v. Drew*, 2 Macq. H. of L. Cas. 103. As to fraudulent suppression under like circumstances the case of *Jarratt v. Kennedy*, 6 C. B. 319, is a leading authority. It is hardly necessary to observe that the equitable right is founded on the legal remedy. If the plaintiff could have succeeded in an action at law, he would as of course be entitled to have the contract rescinded in equity. The rule is exceedingly well stated by Stuart, V.C., who heard the present case originally. His Honour then observed (8 W. R. 223):—"to establish a case of this kind it is generally necessary that there be clear evidence that something was positively and erroneously stated, or unfairly concealed, of such a nature as materially to influence the mind of a purchaser who was using proper caution and diligence in the transaction." Every word of this statement has its peculiar point and importance. The agent for sale, it would appear, would do well to remember the adage *vir sapit qui pauca loquitur*, for it was laid down in *Curling v. Flight*, 2 Phil. 613, and has not been since disputed, that the vendor of shares in a joint stock company is bound merely to give such evidence of the constitution of the company as to show that the proposed transfer will give a valid title to the shares sold.

In *Rawlins v. Wicham*, 7 W. R. 145, B. and W. were partners in a bank, B. being the managing partner, and W. not interfering or knowing anything of the state of the business. During a negotiation with the plaintiff to take him into partnership, W. showed the plaintiff a written statement of the debts and credits of the bank. This statement was false, but W. was ignorant of the fraud. The plaintiff joined the firm, and remained in it for four years, during which time he never examined the books, or discovered the fraud. Upon a bill filed by him against B. and the representatives of W. to set aside the contract of partnership, the Lords Justices held him to be entitled to the relief prayed. It follows from that case that, if in a treaty for a contract a party makes a representation as to a fact of which he knows nothing and it turns out to be false, he is equally as liable as if he knew it to be false. It was also decided in the same case that a false representation as to part of the subject-matter of a contract, of such a nature as to induce the other party to enter into the contract will entitle him not only to a rectification of it *pro tanto*, but also to having it completely rescinded. The principle of this decision amounts to this; that the doctrine of constructive notice is not applicable to a negotiation for a private contract. But this principle does not of course in its entire extent apply to the case of a public joint stock company, the affairs of which are conducted under the regulations of an Act of Parliament. As the Legislature has provided certain sources of information regarding these companies, such as periodical and accessible records of their transactions and assets, a duty is cast upon a purchaser of shares in such companies to resort to these authentic documents. Nevertheless, fraudulent misrepresentation or concealment regarding its affairs, especially if made so as to disarm inquiry, or if it relate to a matter not provided for by the statutes relating to such companies, will avoid a contract for, or purchase of, shares in such a company. Accordingly, upon the ground of fraudulent misrepresentation, the plaintiff in *Wontner v. Sharp*, *ubi sup.*, was held entitled to recover. So also in *Stanheath v. Fernley*, 9 Sim. 556, a similar decision was arrived at in equity. The same result was attained in *Brochwell's case*, 4 Drew. 205, in which it was also decided that the fraudulent reports of the directors were in effect the reports of the company.

In the present case, the purchaser of shares in a joint stock company, limited, filed a bill to set aside his contract on the ground of alleged misrepresentations by the secretary in his interviews with him prior to the purchase. The Lords Justices, reversing the decision of Vice-Chancellor Stuart, had held that the evidence



showed that the purchaser was not sufficiently apprized by the secretary of the state of the affairs of the company, and that he had not the means of acquiring proper information about it, or of discerning the misrepresentation, that the company was bound by the acts of its secretary, and that the purchase should be set aside, and the purchase-money repaid with interest. On appeal to the House of Lords the decision of the Lords Justices was reversed. We own we are somewhat surprised at the conclusion at which their Lordships arrived, taking into account all the circumstances of the case. We even feel inclined to add that a positive misrepresentation upon any one single material circumstance relating to the company, if it were proved to have affected the purchase, ought to be deemed sufficient to rescind it. Such certainly appears to have been the previously existing state of the law, as evidenced by the authorities. If there were no representation made by the secretary or agent of the company, the purchaser, of course, should be deemed to have constructive notice of the state of the affairs of the company. It is only to this that the decision in *Ernest v. Nicholls*, 6 Ho. of Lds. Cas. 401, amounts. The principle of that case cannot certainly apply to circumstances in which positive misrepresentations are made by the agent for sale. If a purchaser is not to believe the spoken words of the vendor's agent, is he to believe his written averments, or his statement of the accounts? Why should he be required to see these, and pay no regard to the oral statements of the agents? The purchaser may not have time to inspect *in extenso* the records of the company's affairs; or the transaction may not be worth so much trouble. Perhaps their lordships thought that all the circumstances of the case taken together did not amount to a warranty or representation as to the affairs of the company at all different from the actual facts. Their lordships' opinions on this point are not reported; they are merely stated to have considered that the purchaser had had sufficient opportunity of ascertaining the state of the affairs of the company. In this view of the case the decision is merely a confirmation of the judgment in *Ernest v. Nicholls*. As the report stands, however, we are constrained to say that their lordships' decision involves a great extension of the principle in *Ernest v. Nicholls*. The doctrine of the Court of Chancery in respect to representations on sales is thus epitomised by Lord Eldon in *Edmonds v. McLeag*, 2 Swans. 237:—"The case resolves itself into this question, whether the representation made to the plaintiff was not, in the sense in which we use the term, fraudulent." "If one party makes a representation which he knows to be false, but the falsehood of which the other party had no means of knowing, this court will rescind the contract." The "means of knowing," to which his lordship refers, does not imply all possible means, but merely, such as reasonable diligence would bring within a purchaser's reach. But surely a purchaser cannot be expected to call for a verification by written vouchers of every statement made by an agent for sale. This would be as it were an application of the Statute of Frauds to every single element of the treaty, as well as of the actual contract. The decision in the present case amounts to an extension of the rule *caveat emptor*. This is perhaps the less to be regretted, inasmuch as the statements of brilliant prospects of public companies, as found in their prospectuses, are not always literally interpreted. It is, however, a singular feature in the philosophy of our jurisprudence historically considered, that in the Parliamentary Session of 1861 an Act was passed which considerably limits the operation of the doctrine of constructive notice; while, on the other hand the scope of this doctrine appears to be very considerably enlarged by the decision in the present case.

#### PROBATE AND REVOCATION.

The practice of the ecclesiastical courts has been until of late years separated by so broad a line of demarcation from other branches of the law, that we need scarcely apologize for giving a brief sketch of the proceedings attending the proof of wills and the ground on which such proof may be annulled. It has been hinted by some of our contemporaries, *à propos* of the case of *Roupell v. Waite*, that a forged will when once proved must lead to an inextricable coil between conflicting jurisdictions, and that the law has no provisions by which the tangled skein can be unravelled. This is a somewhat exaggerated view of the case. The chief difficulty lies in this, that the man whose evidence is most material, is by that very evidence shown to be a felon, and therefore a person to whose unsupported testimony very little value can be attached. The probability however of his having forged a will is much stronger than that of his having invented the story of the forgery; and if his evidence is in any material points corroborated by other testimony there can be little doubt what the verdict of a jury will be.

But how does the case stand as regards the Court of Probate? Much more simply than might be supposed. The original decree of the Court as regards the probate of a will is not of a final or indefeasible kind. Indeed, it is little more than a *prima facie* declaration, an interim order, so to speak, to enable the executor to act unless and until his title shall be disputed and disproved. The only evidence of authenticity is the oath of the executor himself, who swears that he believes the paper writing &c., "to contain the true and original last will and testament of A. B., of &c." It must be observed that the executor does not even swear to the signature of the testator, that he gives no account of the means by which his information is acquired, and that by the terms of the oath he swears only to the best of his knowledge and belief. It is true that there are now by law two witnesses to every will, but the Court knows nothing of their honesty or respectability, and merely sees two names, perhaps of men long since deceased, written in accordance with the statute, "at the foot or end thereof."

The Court refuses to revoke a grant of probate without just cause, and will not revoke it, for instance, where the executor might take out probate *ceterorum*. But there is not the slightest reluctance to *impend* the grant for a temporary purpose, or to *revoke* and *cancel* it for ever, if any sufficient reason is shown; and the forgery of a will or signature stands foremost among the circumstances which the Court has always held sufficient to afford a reason for revocation. At this point, however, a technical difficulty may arise. It is the practice, perhaps we may say the principle, of the Court, to revoke a grant of probate only at the time of making a fresh grant, and at the instance of the person who is entitled to apply for such fresh grant. Now it may well be questioned whether the late Mr. Roupell, who is stated to have made and executed a will since destroyed, ought to be represented by the executors of that will or by the person who, in the absence of any will, would be entitled to take out administration. A destroyed will may still be a will for purposes of probate (a point to which we shall allude again), and if the proved will shall appear to be a forgery it may be difficult to decide whether the deceased Mr. Roupell is to be treated as a testator or as an intestate. We cannot believe, however, that any serious hitch will occur at this stage of the proceedings; for all parties seem desirous of accommodating matters rather than of raising obstacles, and an appeal lies to the Privy Council in non-contentious, and to the House of Lords in contentious business. As regards the evidence of the forgery, the Court will probably be contented with that which satisfies the jury and the world at large. Although the Court of Probate can of course not be ruled by a jury in a common law

court, yet it is open to the same convictions and will probably take the same view of contested facts. Nor is there the slightest fear that any difficulty will arise from petty jealousy. The Court, as we have seen, has not committed itself to an irrevocable opinion by making the original grant of probate, and it is accustomed to reconsider its decisions when any circumstances of suspicion arise. In one case where the Court of Chancery differed from the Prerogative Court as to the construction of a will, the Court of Probate revoked the grant and gave a fresh one to the person who was entitled to the residuary estate by the decision of the Court of Chancery.

Without venturing to prejudice any question, we shall suppose that the evidence will be ample; that the supposed signature of the testator, notwithstanding the skill with which all its complicated twists and flourishes are executed, will be pronounced by experts to be undeniably a forgery; and that evidence will be produced of the deceased having actually made another will, duly executed and witnessed as the law directs, which existed at the date of his decease. It will then become a question whether any such record of this will can be produced as will satisfy the officers of the court and be admitted to probate as a genuine will. This desirable result may be accomplished in three ways—first, if a true or collated copy is produced, and affidavits are made to prove that the original was duly executed, the executor may take out probate of such copy limited until the original or an authentic copy may be brought into the registry. Secondly, in the absence of a copy, probate may be granted of a draft on the same terms. Lastly, for want of a draft or copy, probate may be obtained on evidence of the contents or substance and due execution of the will, and for the purposes of such evidence parol testimony is admissible.

In ordinary legal practice we are so little accustomed to see the authenticity of a will disputed, that a grant of probate assumes the appearance of an accomplished fact, and we are a little apt to look upon it as a more decisive step than it really is. It is, in fact, a tower of strength to all subsequent proceedings so long as it is not itself disputed; but once touch it with a suspicion of fraud, and the edifice totters to its base.

When we remember that the Court is always ready to revoke a grant of probate improperly obtained, that the persons interested may have recourse to an appeal if dissatisfied with its decision, and that it is quite possible that the testator's actual intentions may still be ascertained, we may well hope, not that the effects of William Roupell's irrevocable acts can be obviated or annulled, but that with that exception the difficulties of this extraordinary case may meet with a satisfactory adjustment.

## The Courts.

### JUDGES' CHAMBERS.

(Before Mr. Justice MELLOR.)

Sept. 16.—*The Queen v. Bray*.—This was an indictment for perjury directed, it was alleged, by Mr. Justice Mellor. The defendant was to be tried next week at the Central Criminal Court, on the prosecution of Messrs. Waterlow, the stationers.

An application was now made, on the part of the defendant, to remove the indictment by *certiorari* into the Court of Queen's Bench, but was opposed on the part of the prosecutors.

An important question was raised under the 22 & 23 Vict. c. 17, "An Act to Prevent Vexatious Indictments." Mr. Justice Mellor, a month after the trial in which the alleged perjury was committed, had endorsed a newspaper containing a report, authorising the present indictment. That endorsement, it was submitted, was not a direction or consent in writing required by the statute, and the object of the application was to remove the indictment, in order that the same might be quashed by the Court of Queen's Bench.

Mr. Justice MELLOR, after a lengthened discussion, stayed the trial of indictment at the Central Criminal Court until the next term, in order that the question as to the validity of the indictment

on the point raised might be discussed in the Court of Queen's Bench. It was important that the law should be settled.

Sept. 16.—An application was this day made to Mr. Justice Mellor, by Mr. Joyce, on the part of a shareholder in a public company, whom it was sought to make liable, to stay the proceedings until the matter could be discussed before the Court next term.

Mr. Joyce contended that it was not sufficient to make a shareholder liable merely to show that the return to the execution was *nulla bona*. It must be shown that there was no property of the company which could be taken. Further, he argued that the action was informal, and that the judgment could be set aside.

Mr. Bullen, in support of the application, submitted that the action was properly brought; and that to make a shareholder liable, where no goods of a company could be seized, the Act had been complied with, and that the creditor was entitled to an order as prayed.

Mr. Justice Mellor directed £90 to be brought into court, on which the proceedings would be stayed till next term.

Order accordingly.

### SECONDARIES' COURT.

(Before Mr. Secondary POTTER.)

Sept. 17.—There was only one cause on the list, which was an action brought in one of the superior courts for a small sum. The defendant had pleaded "never indebted." This was the third time the action had been set down, having on former occasions been withdrawn to arrange matters. No settlement had been effected, and a verdict was taken for the amount claimed.

An application was made for costs, and the learned Secondary refused a certificate.

It is anticipated that, in consequence of the number of actions brought in the superior courts for sums under £20 an act will be passed declaring the amount for which writs may be issued—that for sums under £5 no writ shall be issued out of the superior courts.

### WESTMINSTER POLICE COURT.

Sept. 17.—Mr. Francis Boileau, of 16, Chester-street, Grosvenor-place, was summoned, at the complaint of James Price, a cab driver, for refusing to pay 3s., his legal fare.

The Complainant proved that on the 8th instant he drove two of defendant's servants, a child in arms, and six packages, from the Great Northern Railway to defendant's residence. Defendant, who, with his wife, had ridden in another cab, then tendered him 2s. 6d., which he refused to take, as his fare was 3s., being 2s. for distance and 1s. for the parcels, and he consequently summoned Mr. Boileau.

The Defendant's answer to the summons was that he did not consider the cabman was entitled to charge for the luggage as it had been held that a child in arms was not a person according to the interpretation of the Act of Parliament.

Mr. ARNOLD said if Mr. Boileau's child were murdered by some one he would then think it was a person and have who-soever had killed it apprehended.

Mr. Boileau agreed with that, but he grounded his opinion upon a decision of Mr. Trywhitt's, that a child was not a person. The decision, he believed, was given in May last.

Mr. ARNOLD said if he remembered rightly, the question then was a mere question of fare, and not of luggage, and he there agreed with Mr. Trywhitt, as it was his own opinion. He had also decided that where an adult and two children under 10 years of age travelled in a cab the driver could not charge for three persons. But this was a different *nisi* altogether, as here there was luggage, and the words of the Act were, "Where more than two persons are carried inside any hackney carriage, with more luggage than can be carried inside the carriage, a sum of 2d. for every package carried outside the carriage is to be paid." The Act did not say "two chargeable persons," but "two persons," and he had before decided that the child under these circumstances was a person,—an opinion shared in, he believed, by the majority of the London magistrates. That opinion he should maintain until it was upset by a superior Court. He believed he read the Act correctly, but he should be glad to give Mr. Boileau a case for a higher Court, in order to see whether his decision was correct or not. At present he thought he was right, and the defendant must pay the amount claimed with costs.

Mr. Boileau expressed himself perfectly satisfied with Mr. Arnold's decision; he had simply wished to try the question.

## Recent Decisions.

## REAL PROPERTY AND CONVEYANCING.

## SETTLEMENT—REPRESENTATION.

*Evans v. Wyatt*, M. R., 10 W. R. 813.

Wherever there is a part performance under any agreement, it will doubtless be enforced in its entire extent by the Court. As to disputed items the questions respecting them will be whether there was a contract or a representation concerning them. "No doubt," the Master of the Rolls observed, in *Ainslie v. Medlicott*, 9 Ves. 21, "by a representation a party may bind himself just as much as by an express covenant. If, knowingly, he represents what is not true, no doubt he is bound. If, without knowing that it is not true, he takes upon himself to make a representation to another upon the faith of which that other acts, no doubt he is bound; though his mistake was perfectly innocent." But what amounts to a representation, or rather warranty, is often a very difficult question. For instance, in the case referred to a bill which was filed by a husband to have his wife's portion, part of which was invested in stock, made up in money and not in stock, on the ground either of express contract or representation, upon which the marriage took place, was dismissed. His Honour held that it was only to the stock as such the plaintiff was entitled, and not to any precise sums mentioned, there being no warranty as to the amount to be settled, and the mistake in the value of the stock being common to all the parties. The case of *Adams v. Girony*, 6 Bing. 656, which was cited in argument in the present case, does not appear to be in point. There a tenant for life, with remainder over, by indenture demised to a lessee, his executors, &c., for fifteen years, without any express covenant for quiet enjoyment. The lessee was evicted by the remainderman after the death of the tenant for life and before expiration of the fifteen years. It was held that the lessee could not maintain an action of covenant against the executor of the tenant for life. This and similar cases depend upon the well-known rule expressed in the maxim *caveat emptor*. The point involved in the present case is more refined. An agreement to settle a certain sum, part of a larger fund, which is itself liable to be diminished on certain contingencies, is, no doubt, unlike the case of a demonstrative legacy, which must be made good to the legatee even in the event of the fund being adeemed. It is rather to be construed as a qualified or conditional contract—viz., to settle a certain sum, provided that a particular specified fund produce so much. In the present case the settlor, in a deed of marriage settlement, after reciting that he was entitled to £7,000, part of a distributive share in a certain estate which was in course of administration in the Court, and that it had been agreed that he should settle £5,000, part thereof, for the consideration therein mentioned, assigned to the trustees £5,000, part of such sum of £7,000, upon certain trusts. After the settlor's death the distributive share in the estate under administration did not realise so much as £5,000. In the absence of any covenant to settle £5,000, the Master of the Rolls held that the estate of the settlor was not liable to make up the deficiency between the sum realised and the £5,000. We consider that the soundness of the decision in the present case is open to question. His Honour thought that the ruling in *Ainslie v. Medlicott*, *ubi sup.*, left him no alternative. But there appears to be a great difference between a reference to stock, which is but another name for a certain description of money, and a reference to a fund of a certain amount. Although a purchaser is bound by the rule *caveat emptor* in respect of the title to his purchase, he is not bound by that rule in respect of the quantity of property comprised in the contract of sale. On the contrary, he is entitled to a compensation for a misdescription of it even if made without fraud, *Hill v. Buckley*, 17 Ves. 394; *White v. Cuddeon*, 8 Cl. & Fin. 766, Sugden, H. of L. 590. The effect of the decision in the present case is greatly to extend the operation of the rule in *Ainslie v. Medlicott*, and to render a misdescription in the value of property intended to be settled not a subject of compensation, provided that such misstatement is made without fraud.

## The Provinces.

**Boston.**—The working of the present marriage laws was proved in a remarkable manner in a case heard a short time since before the county court judge at Boston. A man named

Mark Gibbs, tea hawker, some few weeks since filed a petition of bankruptcy, and the officers of the Bankruptcy Court took possession of his goods, and were proceeding to sell them for the benefit of his creditors, but the man's wife claimed them as her own property, alleging that though she was married to the bankrupt she was not legally his wife, being the widow of his deceased brother, to whom the goods had originally belonged, and that they were, therefore, her property by right of inheritance. At the public investigation this wife of two brothers attended, and proved that she was the widow of George Gibbs, brother of the bankrupt, and that though she had since married Mark Gibbs, and lived with him as his wife and bore him children, she was in the eye of the law only his mistress. She said the goods seized were formerly the property of her first husband, and that she had not since his death sold or disposed of them to Mark Gibbs, although they had continued to use them since their marriage. The judge said that a more remarkable case had never come under his notice. There was no doubt that the complainant, though twice married, was in the eyes of the law a widow, and that her second marriage, being illegal, in no way invalidated her right to her first husband's goods. The second husband, in fact, acquired no rights by his marriage, and he might leave his wife and children at any time, and they had not the slightest claim upon him. This was the law, and he was bound to administer the law as he found it. The woman having sworn that the goods were left to her by a former husband, and there being no evidence to the contrary, it was his duty to declare the goods were her property, and the creditors of her present husband (who legally was not her husband) had no claim on them. The goods must be restored to the woman.

## Correspondence.

## THE ROUFFELL FORGERIES AND THE LAW STATIONERS.

With reference to the letter in your columns on the 13th inst., I would remark, as a matter of justice to the stationers, that I believe this is the only (or almost the only) instance in which one of them has been charged with aiding the perpetration of a fraud. I fully agree with your correspondent that the matter ought not to rest as it does, and when these pending proceedings are terminated, I trust the stationers will sift the matter to the bottom. It is a very serious question how far solicitors can entrust stationers with deeds or other valuable documents in the present aspect of the case—if a stationer is to be satisfied with any (or no) reason for taking a course out of the regular way of business (of course I am now speaking generally, and not with reference to the stationers in question) it is very difficult to see where the line between right and wrong will be drawn. I am sure the stationers must feel this themselves.

F. J. T.

## ON THE LIABILITY OF MASTER TO SERVANT IN CASES OF ACCIDENT.

(Concluded from page 808)

Then if it is not the mere existence of a contract, or the share in the work done, ought the entering into the service with the knowledge that risks may arise from the negligence of the fellow-servants, to bar the remedy against the master? Let us examine this. If entering upon the employment with such knowledge amounted to a want of reasonable care, I could understand why it should bar the remedy, but it clearly does not; there is nothing tortious or negligent in entering the employment with such knowledge: such knowledge is simply inevitable. If, again, it be said that the knowledge of the risk operates as an implied waiver on the part of the servant of all right to recover for injury occasioned by risks so known, as a consenting to his own wrong,—I answer, analogy is all the other way. The bailee knows the dangers his goods run in transit, the railway passenger knows the danger of his journey when he takes his ticket; yet their remedies under the contract suffer not thereby. Even a stranger has some knowledge, at least must be presumed to have, of the dangers that may befall him on the highway, as from negligent driving and the like. But most of all, in the common case of the servant suing the master for personal negligence, there is antecedent knowledge of the risk, with full right of action in the event of the risk happening. On this point we have the following strange observations from



the Court of Queen's Bench, when invited to compare the two cases:—

"Though the chance of injury from the negligence of fellow-servants may be supposed to enter into the calculation of a servant on undertaking the service, it would be too much to say, that the risk of danger from the negligence of a master when engaged with him in their common work enters in like manner into his speculation. From a master, he is entitled to expect the care and attention which the superior position, and presumable sense of duty, of the latter ought to command." (*Ashworth v. Stanwix*, 30 L. J. Q. B. 185.)

The simple answer seems to be, that a servant has a right to expect equally both of master and fellow-servant reasonable care, though care of different degrees; and he enters on the service with a knowledge of this right, but no less with a knowledge that both master and fellow-servant are mortal men, and either may fail in their duty.

If I am right in this reasoning the rule which deprives a servant of remedy against his master for injury by a fellow-servant is not founded in strict law on the fact of a contract subsisting between the parties, nor on the fact of entering the employment with knowledge of the risks, but must rest, if at all, upon considerations of public policy; on an opinion that on the whole, in such cases, it is better that the servant should take the risk on himself. I submit that this opinion is erroneous, for the following reasons, which are simply a recapitulation of the positions with which I began this paper, the statement of the general purposes of the law, and the facts characteristic of the relation of master and servant.

1. The workman is a poor man, dependent for his daily bread upon his bodily exertions. If there is any person to whom the law should strive to give a remedy for innocent suffering, he is that person. And we have seen that, in many cases, the law in other respects deals hardly by him.

2. A rule making the master liable would stimulate him to take every care in selecting servants, and in superintending the work. The existing law exonerates a master simply because he is rich, and delegates his office to a subordinate. Servants also would be induced by a change in the law to take greater care of their fellows, in order to avoid incurring the displeasure of the master. The statutory rule requiring factory machinery to be fenced, which in effect makes the master often responsible for the negligence of one of his servants towards others, has been found to work well in this respect.

3. The rule suggested is not open to the objection that it would be unfair upon the master, for the master, in fixing his rate of wages and his prices, may take into account contingent losses arising from accidents caused by workman to workman, as he now takes into account all other losses.

4. The rule suggested would help to bind master and men into a closer and more friendly partnership. The compulsion of law to take every measure for the safety of workmen would not only induce habits of carefulness, but would co-operate with other influences to promote habits of kindly consideration from the master, which in turn would bring better service from the workmen, and in all ways improve their mutual position.

These are leading reasons for the change proposed. But to these I would add the following objections to the existing law. The existing law has introduced a qualification upon the leading principle that a person is answerable for the tortious acts of his servants; which in itself is an evil, unless necessary. It has further introduced subtle questions, of which the case of *Holmes v. Clarke* and other cases (*Abraham v. Reynolds*, 3 H. & N. 143; *Barton Hill Road Company v. Reid*, 3 Macq. 266; *Barton Hill Road Company v. McGuire* ib. 300.), promise an ample harvest, as to who are and who are not fellow-servants within the meaning of the rule, and it has already committed this contradiction that although the contractor and his servant are not the servants of the original employer, (*Reedie v. London and North Western Railway*, 4 Ex. 244.) as against a stranger, yet the servants of contractor and sub-contractors are held fellow-servants with one another and the servants of the employer (*Wiggett v. Fox*, 11 Ex. 837). Not only equity therefore and public policy, but simplicity and consistency of legal doctrine are in favour of the change.

With these remarks I commend Mr. Ayrton's bill to the approval of the Association. I do not wish to exaggerate its importance. Compared with other matters affecting the working classes it is not important; but it belongs to an important class. Statutory interference with trade should not

be applied without much consideration, but modern experience, as of our Factory Acts, Colliery Acts, and Merchant Shipping Acts, shows clearly that positive enactments may be required to secure justice to working-men from their employers, and may work most beneficially to all parties.

#### IMPRISONMENT FOR DEBT—COUNTY COURTS COMMITMENTS.

"An Essex Rector" in a recent communication to the *Standard*, in relation to county court commitments, writes as follows:—

Facility of imprisonment for debt is the terror of the labouring class, and drives them to admit imaginary claims as the lesser evil of the two. Living among people who know me well, and have a way of coming to me whenever they happen to be in a scrape, I could fill a column with actual experiences in connection with this subject; and I have pleasure in adding my humble testimony that the reckless credit thus endorsed on the part of small shopkeepers is receiving an amount of protection and encouragement extended to no other class of traders, and that the operation of the county courts in this respect, opposed to the whole spirit of modern legislation, is at once demoralising and cruel.

We extract the following remarks upon the subject from a recent article in the same Journal. The writer observes:—

The shutting up of nine or ten thousand men and women annually, under uncertain impeachment for small debts, involves a question of the liberty of the subject. It may be boldly held that under our present legislation nearly every one of these commitments was made without any just warranty of law. The plain fact seems to be that the infamous facilities for credit created by the exceptional protection and encouragement afforded it by these courts has come to act like a plague or pestilence in humble social life; and that there are few households exempt from the penalties of this all-active law, or, what is the next evil to it, from painful apprehension of some early application of it. The law, which should be the friend and protector of these poor people, is now their great tempter, and following the primeval parallel, becomes logically enough the instrument of their punishment. The wife has glittering wares exposed to her which she may have on the understanding of paying for them at her convenience; the opportunity is attractive; the day of payment remote, and the hardworking husband has his future earnings mortgaged, his future liberty compromised, and his business irremediably destroyed, through the committal of a small fault by his wife and an accidental absence by himself. We are not to suppose that this credit is a boon under scarcely any circumstances to the working classes. It is given as a rule to those who do not need it—because such persons only are the parties who inspire a confidence of repayment. The great bulk of the sufferers are persons who are in the receipt of weekly wages, which, sufficient under a careful economy, are sure to break down under a loose system of credit. A more successful invention for carrying unhappiness into every poor man's household could not have been found.

As a matter, too, of broad English law, we may hold that all these imprisonments are now unconstitutional. The legal principle has recently had a solemn legislative recognition that no man shall be longer imprisoned for debt, except for dishonesty. The action of creditors under the old system was sufficiently disproportionate in its severity on the poorer class of debtors. Thus, in 1860, for debts liquidated in the insolvency courts, amounting to nearly a million sterling, only four hundred and seventy-nine persons suffered under demands; and for liabilities in the Bankruptcy Court, which amounted to nearly eleven millions sterling, the number of persons imprisoned under the withdrawal of protection did not probably amount to fifty. Yet, in the same year, the county courts, on claims which, in their aggregate claims, did not amount to two millions, issued commitments for above twenty-two thousand persons, sent to prison nearly seven thousand debtors, and issued no less than one hundred and nine thousand executions. Under the present law when, as the Lord Chancellor tells us, imprisonment for debt is practically abolished, the difference seems to be still more adverse to the poor debtor, and the returns for the half-year ending in April indicate an average of county court imprisonments amounting to some nine thousand per annum. But the exceptional severity does not end here. The imprisonment enhances the debt by costs, but pays nothing; and the ruin of a family that may be eluded under a

first incarceration is secured by a second, or, if need be, by a third, or, as the returns show, even by a seventh; and the unhappy victim, if owing less than twenty pounds, has not even the privilege granted to more signal debtors of obtaining the relief provided under the law of bankruptcy. But we have surely said enough about a practice as anomalous as it is now unconstitutional, and public opinion must be held but an idle name if this reference to so cruel and demoralising a violation of the great principle of legal equality does not at once secure from the good feeling and enlightenment of the judges, or the equity of their official superiors, an immediate remedy.

### CONVEYANCING SLIPS.

It is not very often that a purchaser is wholly evicted through a conveyancing slip. A charge may be overlooked, or a charge may be defeated. But there is a substantial difference between a charge and an absolute estate. There is generally a little trickery or oppression on one side or the other, when an estate is actually foreclosed. It is one thing to lose a sum of money, another to be turned out of an estate. No doubt the former may lead to the latter; but not always. The more common case is that some easement, or fantastically contingent interest, of just force enough to convert the title from a marketable to a holding one, has not been noticed. The purchaser, too, would in many cases have accepted the title, notwithstanding the cloud, had he known of it, for the fancy he has to his bargain, so that after all there may be grievance without real harm; and that is a luxury. Again, in settlements and deeds of arrangement, a jointure, charge, or term will get unintentionally merged, and turned into a doubtful equity, perhaps without discovery, or, if discovered, there is a chance of that kind of honesty that cannot stand exposure; the parties who might otherwise take advantage of it will set it right, from feeling, and so much as a matter of course, that, "*nec datus impunitus nec acceptus obligatur*." Even when a charge is unexpectedly established, there is or may be a chance against some of the covenantors for title.—*Thoughts on Legal Discontent*, 1858.

### Public Companies.

#### MEETINGS.

##### CALEDONIAN RAILWAY.

At the half-yearly meeting of this company, held on the 12th instant, a dividend at the rate of £5 per cent., per annum, was declared for the past half-year.

##### EDINBURGH AND GLASGOW RAILWAY.

At the half-yearly meeting of this company, held on the 9th instant, dividends at the rate of 5 per cent., per annum, on the preference shares, and at the rate of 3 per cent., per annum, on the ordinary stock, were declared for the past half-year.

### Births, Marriages, and Deaths.

#### BIRTHS.

**BARNARD**—On Sept. 7, at 9, Barkham-terrace, Lambeth-road, S., the wife of George William Barnard, Esq., Solicitor, of a son.  
**CLARK**—On Sept. 13, at 2, Crossman-villas, New-road, Hammersmith, the wife of Alfred Clark, Esq., Solicitor, of a daughter.  
**KEKEWICH**—On Sept. 14, at 1, Uinter-terrace, Regent's-park, the wife of Arthur Kekewich, Esq., Barrister-at-law, of a son.  
**MORGAN**—On Sept. 12, at 13, St. James's-terrace, North-gate, Regent's-park, the wife of John Morgan, Esq., Barrister-at-law, of a son.  
**PATTESON**—On Sept. 16, at Wargrave, Henley-on-Thames, the wife of J. H. Patteson, Esq., Barrister-at-law, of a son.  
**VAIZEY**—On Sept. 10, at 11, Northumberland-terrace, Regent's-park-road, the wife of John Saville Vaizey, Esq., Barrister-at-law, of a son.  
**WILLIAMS**—On Sept. 11, at 1, Catherine-villas, Sandford-road, Cheltenham, the wife of Thomas Williams, jun., Esq., Solicitor, of a son.

#### MARRIAGES.

**BROUGH—FROST**—On Sept. 16, Jas. Cornelius Brough, of Essex-court, Temple, Esq., Barrister-at-law, to Mary, second daughter of Edward Frost, Esq., West Wrattling Hall.  
**MAUDE—BORROW**—On Sept. 11, Henry Hallett Maude, Esq., of Lincoln's-inn, to Mary Arabella, daughter of John Borrow, Esq., of Onalowsquare.  
**RICHARDS—FEET**—On Sept. 15, W. A. Richards, Esq., Solicitor, Nottingham, to Harriett, youngest daughter of Mr. Samuel Feet, of Park-street, Ilington.  
**TAYLOR—DICKSON**—On Sept. 11, Joseph William Taylor, Esq., of Buxton, Solicitor, to Jessie, second daughter of Thomas Dickson, M.D., Buxton.

#### DEATHS.

**BATHURST**—On Sept. 13, Thomas, second son of the late Richard Bathurst, Esq., Solicitor, of Sittingbourne, Kent.  
**BREWSTER**—On Aug. 37, Joseph Nunn Brewster, Esq., one of her Majesty's Justices of the Peace for the county of Essex, in the 80th year of his age.  
**FRY**—On Sept. 10, Anne, widow of the late Peter Wickens Fry, Esq., aged 87.

**PEARSON**—On Sept. 14, Charles Pearson, Esq., the City Solicitor, in his 69th year.

**WADDILOVE**—On Sept. 11, Edward Waddilove, of 17, Gloucester-place, Portman-square, Esq., and J.F. for the county of Hants, in his 73rd year.

### Estate Exchange Report.

(For the week ending September 17th, 1862.)

AT GARRAWAY'S.

Leasehold House, No. 38 Southbank, Regent's-park: let at £40 per annum; term, 99 years from 1813; ground rent, £7.—Sold for £395.

Leasehold Similar House, No. 39 Southbank; let at £40 per annum.—Sold for £400.

Leasehold Similar House, No. 40, Southbank.—Sold for £395.

### London Gazettes.

#### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 12, 1862.

Chaplin, Robert, Marie's Tey, Essex, Gent. Oct. 31. J. S. Surridge and F. H. Newell, Executors.

Clemson, George, Lower Tulse-hill, Surrey, Gent. Nov. 21. Sol Burn, 14 Great Carter-lane, Doctor's-commons.

Eliot, Richard, Shrawley, Worcestershire. Oct. 3. Sol Elliot, Regent Mansion, Cheltenham.

Fuller, Samuel, Bath, Somersetshire, Gent. Nov. 30. Sol Payne, 5 Old King-st, Bath.

Grayson, Mary, formerly of 8 Gothic-villas, Lower-rd, Islington, and afterwards of Tunbridge-pl, New-rd, Middlesex, Widow. Nov. 13. Sol Cox & Stone, 33 Poultry.

Highmore, John Wilson, Brough, Westmorland, Auctioneer. Nov. 1. Sol Heelis, Appleby.

Hutchinson, Richard, Manchester, and of Monton House, Eccles, Lancashire, Commission Agent. Nov. 1. Sols Kershaw & Bullock, Manchester.

Jarvis, Edward Kem, Hinckley, Leicestershire, Attorney and Solicitor. Nov. 1. Sol Dewes & Norton, Nuneaton, Warwickshire.

Morre, Arthur, Swaffham, Norfolk, Maltster. Nov. 1. Sol Marcon, Swaffham.

Myers, Henry, formerly of Liverpool, Lancashire, and late of Houndsill, Alderminster, Worcestershire, Gent. Nov. 10. Sols Carson, Ellis, & Field, Talbot Chambers, Liverpool.

Nottage, Joseph, 8 Devon-ter, Clarence-rd, St. John, Hackney, Bachelor. Oct. 21. Sol Evans, 72 Coleman-st, City.

Roberts, Rev. Thomas, Master of the Free Grammar School of Chelmsford, Essex. Nov. 1. Sols Bockett, Son, & Barton, 60 Lincoln's-inn-fields.

Stewardson, James, Mazonwath, Asby, Westmorland, Yeoman. Nov. 1. Sol Heelis, Appleby.

TUESDAY, Sept. 16, 1862.

Davis, Thomas Boys, Cerne Abbas, Dorsetshire, Surgeon. Dec. 1. Sols Andrews & Cockeram, Dorchester.

Gittins, Henry, 15 New-street, Birmingham, Hosier. Nov. 1. Sols Slaney & Dimbleby, 2 Newhall-st, Birmingham.

Hanson, Margaret, Heywood, Lancashire. Nov. 12. Sol Storer, Manchester.

Malam, James, Huntingdon, Civil Engineer. Nov. 2. Sol Robinson, Beverley.

Smiley, Sarah, 5 St. James's-ter, Camden-town, Middlesex, Widow. Oct. 24. Sols Jones & Starling, 11 Gray's-inn-sq.

Steel, John, Leeds, Boot and Shoe Maker. Dec. 1. Sol Preston, Leeds.

Wilson, Sophia Maria, formerly of Baker-st, Portman-sq, and afterwards of Edgeware-rd, Middlesex, Widow. Oct. 13. Sols Coverdale, Lee, Collyer, Bristow, & Withers, 4 Bedford-row.

Wood, Thomas George, Stourport, Worcestershire, Corn, Seed, and Coal Merchant. Oct. 31. Sol Cook, Stourport.

### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept. 12, 1862.

Adams, Charles, Sheffield, Cabinet Maker. Aug. 12. Conveyance. Reg Sept 9.

Arden, Frederick Hare, 16 Harpur-st, Theobald's-rd, Middlesex. Aug. 16. Assignment. Reg Sept 10.

Barrow, David, Kingston-upon-Hull, Woollen Draper. Aug. 12. Conveyance. Reg Sept 9.

Chapman, William, 1 Church-st, Woolwich, Grocer. Sept 5. Assignment. Reg Sept 12.

Cooper, William, & Charles Hall Cooper, Temple Gate, Bristol, Brewers and Maltsters. Aug. 15. Assignment. Reg Sept 12.

Cowham, Walter Bilton, Kingston-upon-Hull, Broker and Commission Agent. Aug. 12. Assignment. Reg Sept 9.

Crosby, Benjamin, Crookes, near Sheffield, Shopkeeper. Aug. 14. Assignment. Reg Sept 10.

Cruet, Edward, Barton-upon-Humber, Lincolnshire, Corn and Seed Merchant. Aug. 14. Assignment. Reg Sept 10.

Green, Joseph de Fulaise, Drayton-villas, Uxbridge-rd, Ealing, Middlesex, Gent. Aug. 19. Conveyance. Reg Sept 11.

Harris, David, Cae Harries, near Dowlais, Glamorganshire, Draper. Aug. 6. Arrangement. Reg Sept 10.

Jennings, Joseph, Derby, Clothier. Aug. 16. Assignment. Reg Sept 11.

Marsden, Henry Theodore, Cecil-st, Strand, Gent. Aug. 20. Composition. Reg Sept 11.

McKie, Alexander, Mashell-st, Chorlton-upon-Medlock, Manchester, Travelling Draper. Aug. 18. Assignment. Reg Sept 11.

Mellor, George, Congleton, Cheshire, Tailor. Aug. 14. Assignment. Reg Sept 10.

Moore, John, Pudsey, near Leeds, Cloth Manufacturer. Aug. 15. Composition. Reg Sept 9.

Moore, Samuel, Church-gate, Nottingham, Solicitor. Aug. 16. Conveyance. Reg Sept 11.

Ogden, Caleb, Manchester, Furniture Dealer. Aug. 16. Assignment. Reg Sept 10.

Power, Thomas, Chain Cable Manufacturer, Kingston-upon-Hull. Aug. 19. Assignment. Reg Sept 12.



Richards, John, Newton Abbott, Devonshire, Innkeeper. Sept 4. Assignment. Reg Sept 11.  
 Howing, Stephen, Doncaster, Yorkshire, Tailor and Draper. Aug 27. Composition. Reg Sept 10.  
 Thornley, Jacob, Little Lever, Lancashire, Shopkeeper. Aug 14. Conveyance. Reg Sept 10.  
 Thorpe, Charles, Sheffield, Saw Maker. Aug 26. Conveyance. Reg Sept 10.  
 Trainer, Peter, Waltham Cross, Cheshunt, Herts, Draper. Aug 30. Assignment. Reg Sept 5.

## TUESDAY, Sept. 16, 1862.

Altham, George, Red Lion, Longridge, Lancashire, Innkeeper. Aug 26. Assignment. Reg Sept 15.  
 Ames, Daniel, Portland, Dorsetshire, Jeweller and Watchmaker. Aug 15. Conveyance. Reg Sept 12.  
 Ayling, William, Portsea, Hampshire, Builder. Aug 18. Composition. Reg Sept 13.  
 Bastin, Mary Ann, Old Market-st, Bristol, Spinster. Aug 20. Conveyance. Reg Sept 13.  
 Bristow, Robert Anthony, 2 Queen's-rd, Notting-hill, Middlesex, Chemist and Druggist. Sept 9. Composition. Reg Sept 13.  
 Buchanan, Frederick, Ashton-under-Lyne, Ironmonger. Sept 10. Composition. Reg Sept 13.  
 Craven, John Berkeley, 10 Basinghall-st, London, Accountant. Aug 21. Composition. Reg Sept 15.  
 Crowther, Joseph, Todmorden, Yorkshire, Cotton Manufacturer. Aug 21. Conveyance. Reg Sept 13.  
 Dent, John, 36 Corporation-st, Manchester, Glover and Shirt Manufacturer. Aug 18. Assignment. Reg Sept 12.  
 Evans, David, Victoria-st, Merthyr, Glamorganshire, Grocer. Aug 27. Conveyance. Reg Sept 15.  
 Gardner, James William, Russell-st, Portsea, Hampshire, Painter, &c. Aug 26. Assignment. Reg Sept 13.  
 Grills, Charles, Courtenay-st, Newton Abbott, Devonshire, Draper and Laceman. Aug 20. Conveyance. Reg Sept 13.  
 Grossman, Alexander James, Dover, Watchmaker. Aug 27. Assignment. Reg Sept 15.  
 Hayes, James, Sutton, Ashfield, Nottinghamshire, Grocer. Aug 18. Assignment. Reg Sept 12.  
 Howard, William George, Grove Cottage, Seymour-pl, West Brompton, Esq. Sept 5. Assignment. Reg Sept 13.  
 Jones, David, Fleur-de-Lys, and of Tredgar Iron Works, Bedwely, Monmouthshire, Coal Worker. Aug 23. Conveyance. Reg Sept 13.  
 Kennerley, Edward, 82 Bury-st, Salford, Grocer and Provision Dealer. Aug 20. Assignment. Reg Sept 13.  
 Lampard, Stephen, 43 St. James's-st, Portsea, Hants, Plumber. Aug 28. Conveyance. Reg Sept 13.  
 Laurie, David, Thornaby Vale, North Riding, Yorkshire, Farmer. Aug 30. Conveyance. Reg Sept 15.  
 Leah, Charles, Stockport, Cheshire, Innkeeper. Aug 18. Composition. Reg Sept 12.  
 Lockwood, Tom, Holbeck, Leeds, Cloth Finisher. Aug 15. Conveyance. Reg Sept 12.  
 Miller, James, Sunderland, Durham, Draper. Aug 27. Assignment. Reg Sept 13.  
 Morton, Jane, Sampford Peverell, Devonshire, Schoolmistress. Aug 22. Assignment. Reg Sept 16.  
 Murphy, James, 41 Athol-st, Liverpool, Butcher. Sept 2. Assignment. Reg Sept 13.  
 Riley, Abraham, & Benjamin Riley, Coventry, Coal Merchants. Aug 15. Composition. Reg Sept 12.  
 Sargent, Joseph Newton, Nottingham, Grocer. Aug 21. Conveyance. Reg Sept 13.  
 Smith, John, Sandhurst and Malsmore, Gloucestershire, Farmer. Sept 10. Assignment. Reg Sept 15.  
 Todd, Christopher, Wakefield, Seed Crusher. Sept 11. Assignment. Reg Sept 15.  
 Wilkinson, Simon, Wolverhampton, Staffordshire, Licensed Victualler. Aug 27. Composition. Reg Sept 12.

## BANKRUPTS.

## FRIDAY, Sept. 12, 1862.

Allan, Thomas, 15 Back Woodward-st, New Islington, Manchester, Cotton Waste Dealer. Pet Sept 6. Manchester, Oct 1 at 9.30. Sol Rawlinson, Manchester.  
 Arnott, Thomas Butler, 60 Mortimer-st, Cavendish-sq. Pet Sept 6. London, Sept 23 at 2. Sol Pook, 27 Basinghall-st.  
 Astles, John, Frodsham Bridge, Cheshire, Bone Manure and Size Manufacturer. Sept 9. Liverpool, Sept 23 at 11.30.  
 Barker, Samuel, Scmerleyton-st, Unthanks-rd, Heigham, Norwich, Baker. Pet Sept 9. Norwich, Sept 24 at 11. Sol Sadd, jun., Norwich.  
 Bates, Abraham, Finchbeck, Lincolnshire, Farmer and Market Gardener. Pet Sept 6. Spalding, Sept 24 at 10. Sol Percival, Spalding.  
 Belton, William Henry, Boston, Lincolnshire, Boot and Shoe Maker. Pet Sept 9. Nottingham, Sept 30 at 11. Sols Brown & Sons, Lincoln.  
 Blackburn, James, Shelf, Northowram, Halifax, Woolstapler. Pet Sept 9. Halifax, Sept 25 at 10. Sol Jubb, Halifax.  
 Brady, Charles, Garden lane, Salford, Lancashire, Beer Retailer. Pet Sept 1. Salford, Sept 27 at 10. Sol Swan, Manchester.  
 Chideleagh, Frederick, Framwellgate, Durham, Joiner and Cabinet Maker. Pet Sept 3. Durham, Sept 24 at 12. Sol Marshall, Durham.  
 Chidley, Rack, 135 High Holborn, Concertina and Harmonium Manufacturer. Pet Sept 8. London, Sept 25 at 2.30. Sol Pook, 27 Basinghall-st.  
 Cook, John, 4 Baxter-st, Hulme, Lancashire, Journeyman Joiner. Pet Sept 8. Salford, Sept 27 at 10. Sol Hall, Manchester.  
 Cooke, John, Newton Moor, near Hyde, Cheshire, Publican. Pet Sept 8. Hyde, Sept 24 at 2. Sol Grundy, Manchester.  
 Cropper, John, 112 Golden-lane, St Luke, Middlesex, Baker. Pet Aug 25. London, Sept 23 at 2. Sol Davis, 9 Union-st, Old Broad-st.  
 Daniel, James, Lower Heyford Wharf, Northamptonshire, Coal Dealer. Pet Sept 10. London, Sept 30 at 12. Sols Stopper, Freston, & Watts, 26 Coleman-st.  
 Dawes, Richard, 244 Abbey-rd, St John's-wood, Middlesex, Surgeon. Pet Sept 11. London, Oct 2 at 12. Sols Gibbs & Tucker, 3 Louthbury.  
 Dunkley, Alfred, Wolverhampton, Staffordshire, Grocer. Pet Sept 6. Birmingham, Sept 29 at 12. Sol Seckling, Birmingham.

Eade, George, 102 Great Dover-st, Southwark, Rope Dealer. Pet Sept 8. London, Sept 23 at 2. Sols Harrison & Lewis, 6 Old Jewry.  
 Edwards, John, St Sidwell, Exeter, and Chagford, Devonshire, Mail Coach Proprietor. Pet Sept 8. Exeter, Sept 24 at 12. Sol Flood, Exeter.  
 Enticourt, Edmund, Lower Barton-st, Gloucester, Innkeeper. Pet Sept 8. Bristol, Sept 23 at 11. Sol Taynton, Gloucester.  
 Fearnie, Joseph, 15 Waterloo-pl, New-rd, Chatham, Journeyman Coach-builder. Pet Sept 10. Rochester, Sept 24 at 12. Sol Hayward, Rochester.  
 Green, John, Burton-upon-Trent, Staffordshire, Painter. Pet Sept 8. Burton, Sept 27 at 11. Sol Flint, Uttoxeter.  
 Grieve, Thomas, 21 Leonard-st, Kingston-upon-Hall, Coal Merchant. Aug 20. Kingston-upon-Hall, Sept 24 at 12.  
 Haden, Joseph, Halesowen-st, Oldbury, Worcestershire. Pet Sept 8. Oldbury, Sept 25 at 10. Sol Parry, Birmingham.  
 Halliwell, Ogden, Rochdale, Lancashire, Corn Miller. Pet Sept 9. Manchester, Sept 23 at 12. Sols J. & H. Standing, Rochdale.  
 Halsey, Frances Mary, Valentine-ter, Blackheath-hill, Greenwich, Smack Owner. Pet Aug 25 (in forma pauperis). Maidstone, Sept 24 at 12.  
 Harris, Joseph, Bromyard, Herefordshire, Innkeeper. Pet Aug 30. Birmingham, Sept 29 at 12. Sols Rawlins & Rowley, Birmingham.  
 Hinkley, John Thomas, 4 St. George's-circus, Southwark, Gas Fitter. Pet Sept 9. London, Sept 23 at 3. Sol Moss, 28 Gracechurch-st.  
 Holdis, James (otherwise Frederick Holdis), Manchester, Paper Dealer. Pet Sept 8. Manchester, Sept 29 at 12. Sols Blackburn, Leeds, and Earle, Son, Hoppa, & Orford, Manchester.  
 Jackson, Thomas, Winterton, Lincolnshire, Labourer. Pet Sept 9. Barton-on-Humber, Sept 23 at 12. Sols Brown & Son, Lincoln.  
 Jackson, William, Bell and Griffin, Barm-st, Horsleydown, Surrey, Licensed Victualler. Pet Sept 11. London, Oct 2 at 11.30. Sol Dubois, 28 Coleman-st.  
 Jefferies, Walter, Bute-rd, Cardiff, Grocer. Pet July 30. Cardiff, Sept 23 at 11. Sol Wilcock, Cardiff.  
 Johnson, John Ashley (not John Ashby Johnson, as before advertised). Kennerley, Horatio, Lefwich, Davenham, Cheshire, Baker. Pet Sept 5. Northwich, Sept 30 at 11. Sol Dunstan, Northwich.  
 Levy, Henry, Truro, Cornwall, Watchmaker. Pet Sept 11. Exeter, Oct 1 at 12. Sols Harvey, Truro, and Pitts, Exeter.  
 Lord, James, Marsh, Huddersfield, Blacking Manufacturer. Aug 19. Huddersfield, Sept 25 at 10. Sol Haigh, Huddersfield.  
 Major, William, Exminster, Devonshire. Pet Sept 6 (in forma pauperis). Exeter, Sept 24 at 11. Sol Flood, Exeter.  
 Martin, Septimus Frederick, 96 Basinghall-st, London, Warehouseman and Commission Agent. Pet Sept 10. London, Sept 30 at 11. Sols Linklaters & Hackwood, Walbrook.  
 Moody, George Frederick, Queen's-rd, Grange-rd, Bermondsey, Pewterer. Pet Sept 9. London, Sept 30 at 12. Sols J. & W. Butler, 191 Tooley-st.  
 Nicholls, Frederick, 2 Milton-st, St Luke's, Middlesex, Printer. Pet Sept 8. London, Sept 20 at 11. Sols Kelghley & Gething, 7 Ironmonger-lane.  
 Noble, Joseph, Marsh, near Huddersfield, Commission Agent. Aug 19. Huddersfield, Sept 25 at 10. Sol Haigh, Huddersfield.  
 Ogden, William, Eccles, Lancashire, Assistant to a Licensed Victualler. Pet Sept 9. Salford, Sept 27 at 10. Sol Swan, Manchester.  
 Pain, Alfred, 2 Swanage-rd, St Leonards-on-Sea, Sussex. Pet Sept 10. London, Sept 30 at 12. Sols Kelghley & Bull, 73 Basinghall-st.  
 Parkinson, Thomas, 13 Peel-st, Mount Pleasant, Halifax, Licensed Victualler. Pet Sept 9. Halifax, Sept 20 at 10. Sol Jubb, Halifax.  
 Parsons, Silas Francis, 14 Ledbury-rd, Baywater, Boot Maker. Pet Sept 10. London, Sept 30 at 12. Sol Drake, 13 Gresham-st.  
 Parry, Joseph, Jeweller's Arms, James's-walk, Clerkenwell-green, Licensed to sell Beer by Retail. Pet Sept 10 (in forma pauperis). London, Oct 2 at 11. Sol Aldridge, 46 Moorgate-st.  
 Pile, William, East Budleigh, Devonshire, Boot and Shoe Maker. Pet Sept 9. Exeter, Sept 24 at 11. Sol Flood, Exeter.  
 Piper, Henry, 112 Marlborough-rd, Chelsea, Greengrocer. Pet Sept 8. London, Sept 30 at 11. Sol Atkinson, 5 Bow-st, Covent-garden.  
 Pont, James, 12 Cross-st, Hove, Sussex, Furniture Broker. Pet Sept 10. Brighton, Sept 29 at 10. Sol Goodman, Brighton.  
 Pringle, George Edward, & Personage-row, Newington Butts, Surrey, Metal Dealer. Pet Sept 9. London, Sept 30 at 11. Sols Thompson & Son, 60 Cornhill.  
 Rayner, John, Hyde, Cheshire, Innkeeper. Pet Sept 10. Manchester, Sept 23 at 12. Sols Sale, Worthington, Shipman, & Soddon, Manchester, and Ellison, Glossop.  
 Ridington, Thomas, 15 Finsbury-pl, North Finsbury, Middlesex, Boot and Shoe Maker. Pet Sept 10 (in forma pauperis). London, Oct 2 at 11. Sol Aldridge, 46 Moorgate-st.  
 Rose, James Robertson, 1 Swiss-cottages, St Peter's, Hammersmith Middlesex, Schoolmaster. Pet Sept 9. London, Sept 30 at 12. Sol Duocan, 80 Basinghall-st.  
 Saville, William Henry, 4 and 5 Glover's-hall-st, Beech-lane, Barbican, London, Shirt Dresser. Pet Sept 6. London, Sept 23 at 3. Sol Pope, 27 Austinfrirs.  
 Shaw, Charles, Low Cross-bank, Malpas, Cheshire, Pump Maker. Pet Sept 8. Liverpool, Sept 23 at 12. Sols Evans, Son, & Sandys, Liverpool.  
 Smith, George, Anchor and Hope-ally, Wapping, Middlesex, Licensed Victualler. Pet Sept 8. London, Sept 23 at 3. Sol King, 50 College-hill, Cannon-st.  
 Smith, Henry John, Okehill, Taunton, St James, Somersetshire, Secretary to the Grand Western Cable Company. Pet Sept 8. Exeter, Oct 1 at 11. Sols Barham, Bridgewater, and Hirtzel, Exeter.  
 Smith, James, Newark-upon-Trent, Nottinghamshire, Farmer and Cattle Jobber. Sept 9. Birmingham, Sept 30 at 11. Sol Maples, Nottingham.  
 Stamford, Francis Parkin, Norfolk-st, Sheffield, Wholesale Druggist. Pet Sept 10. Sheffield, Oct 1 at 2. Sol Binney, Sheffield.  
 Storey, Edward, Hartlepool, Durham, Innkeeper. Pet Sept 3. Hartlepool, Sept 25 at 11. Sol Hodgson, Hartlepool.  
 Swaby, William, Saint James-st South, Doncaster, Yorkshire, Dealer in Fish. Pet Aug 30. Doncaster, Oct 4 at 12. Sol Woodhead, Doncaster.  
 Taylor, James, and John Moultrie, Manchester, Wholesale Druggist. Pet Sept 9. Manchester, Sept 24 at 11. Sols Heath & Sons, Manchester.  
 Theobald, Henry, London-rd, Gloucester, Schoolmaster. Pet Sept 9. Bristol, Sept 23 at 11. Sol Wilkes, Gloucester.

Turpin, Richard John, Tipner Farm, Tipner, Portsea, Hampshire, Farmer. Pet Sept 9. London, Sept 30 at 11. Sol Jones, 5 New-inn, Strand.  
 Upvall, Thomas, 7 Frederick-pl, Mile End-rd, Ship's Butcher. Pet Sept 9 (in forma pauperis). London, Oct 2 at 11. Sol Aldridge, 46 Moorgate-st.  
 Walters, Samuel, Jun, Stonegravel, Newbold, Derbyshire, Stonemason. Pet Sept 8. Market-hall, Oct 6 at 11. Sol Busby, Chesterfield.  
 Wrigley, Lees, Union-st, Oldham, Lancashire, Painter. Pet Sept 5. Oldham, Sept 25 at 12. Sol Mellor, Oldham.  
 Wright, Samuel Digby, 3 Saint Leonard's-ter, Maid-hill West, Photographic Artist. Pet Sept 8 (in forma pauperis). London, Oct 3 at 11. Sol Aldridge, 46 Moorgate-st.

## TUESDAY, Sept. 16, 1862.

Allen, Joseph, 16 Park-st West, Luton, Bedfordshire, Painter. Pet Aug 6. Luton, Sept 26 at 12. Sol Simpson, St Alban's, Hertfordshire.  
 Barnett, Charles, and George Webber Barnett, 12 Holywell-row, Shore-ditch, Chair Makers and Upholsterers. Pet Sept 15. London, Oct 2 at 2.30. Sol Mansey, 8 Old Jewry.  
 Bartley, Charles, Hornington, Somersetshire, Dairyman. Pet Sept 11. Bristol, Sept 26 at 11. Sol Bevan, Pres, & Inskip, Bristol.  
 Biglin, John, Kingston, Skeffling, Holderness, Yorkshire, Farm Bailiff. Pet Sept 11. Winstan-upon-Hull, Oct 1 at 12. Sols Rollitt, Hull, and Upton & Yordall, Leeds.  
 Birchall, Charles, Manchester, Commission Agent. Pet Sept 13. Manchester, Sept 25 at 12. Sol Patterson, Sheffield.  
 Blache, Joseph, 21 Wilson-st, Finsbury, Middlesex, Timber and Veneer Merchant. Pet Sept 8. London, Sept 30 at 11. Sols Wood & France, 8 Falcon-st.  
 Brace, William, 66 Moseley-st, Birmingham, Horse Hair Manufacturer. Pet Sept 13. Birmingham, Sept 29 at 10. Sol Parry, 13 Bennett's-hill, Birmingham.  
 Goldman, William Henry, 2 Vassall-rd, North Brixton, Carpenter. Pet Sept 11. London, Oct 2 at 11.30. Sol Bastard, 26 Philpot-lane.  
 Dava, Edwin, Stapehill, Derbyshire, Innkeeper. Pet Sept 6. Burton, Sept 27 at 11. Sols Bass & Jennings, Burton.  
 Douglas, Henry Malcom, York-rd, New Cut, Bristol, Loan and Discount Agent. Pet Sept 13. Bristol, Sept 26 at 11. Sols Clifton & Benson, Bristol.  
 Downing, George, Greenfield-st, Harborne, Staffordshire, Grocer. Pet Sept 12. Birmingham, Sept 29 at 10. Sol East, Birmingham.  
 Elliott, Thomas, 39 Marlborough-rd, Lodging-house Keeper. Pet Sept 12. London, Oct 2 at 12. Sol Kerry, 9 Gray's-inn-fields.  
 Emery, William Morrice, 86 Linkin-st, North Shields, Northumberland, Master Mariner. Pet Sept 9. North Shields, Oct 6 at 11. Sol Joel, Newcastle-upon-Tyne.  
 Evans, John, 39 Park-pl, Lock's Fields, Waiworth, Surrey. Pet Sept 11 (in forma pauperis). London, Sept 30 at 1. Sols Aldridge & Bromley, 46 Moorgate-st.  
 Evison, John, Louth, Lincolnshire, Dealer in Calves. Pet Sept 6. Kingston-upon-Hull, Oct 1 at 12. Sols Brown & Son, Lincoln.  
 Fellows, Edward, Darlaston, Staffordshire, Surgeon's Assistant. Pet Walsall, Sept 29 at 10. Sol Wilkinson, Jun, Walsall.  
 Fowler, George, 1 Scott's-pl, Hornsey-rd, Holloway, Carpenter. Pet Sept 12 (in forma pauperis). London, Sept 30 at 2. Sols Aldridge & Bromley, 46 Moorgate-st.  
 Gardner, George, Cottingham, Yorkshire, Bricklayer. Pet Aug 27. Kingston-upon-Hull, Oct 1 at 12. Sols Holmes & Sons, and Wilson, Hull.  
 Gardner, Thomas, St. Helens, Lancashire, Licensed Victualler. Pet Sept 13. Liverpool, Sept 29 at 11. Sols Evans, Sol, & Sandy, Liverpool.  
 Godling, Mary, Millburn, Kirkbythore, Westmorland, Farmer. Pet Sept 13. Appleby, Sept 26 at 11. Sol Shepherd, Appleby.  
 Goodrick, Horatio Ajax, 2 Crescent-cottages, Southampton-st, Camberwell, Chemist and Druggist. Pet Sept 9. London, Oct 2 at 12. Sol Hare, Old Jewry.  
 Graham, Ashley, Priest-gate, Workington, Cumberland, Innkeeper. Pet Sept 8. Cockermouth, Oct 6 at 3. Sols Walker & Ramsay, Cockermouth.  
 Granger, John, Ashby-de-la-Zouch, Leicestershire, Coach Builder. Pet Sept 12. Ashby-de-la-Zouch, Sept 26 at 11. Sol Chentle, Ashby-de-la-Zouch.  
 Greatrex, Christopher, 482 Oldham-rd, Manchester, Grocer. Pet Sept 11. Manchester, Oct 7 at 9.30. Sol Siles, Manchester.  
 Green, John, Wigan, Lancashire, Pork Butcher. Pet Sept 10. Manchester, Sept 26 at 11. Sol Partington, Manchester.  
 Hamblin, Joseph, Colford, Eilmerston, Somersetshire, Boot and Shoe Maker. Pet Sept 12. Frome, Sept 26 at 11. Sol Miller, Frome.  
 Harris, Henry, 25 Clifton-st, Fitzroy-sq, Tailor. Pet Sept 13. London, Oct 2 at 2. Sol Scarth, 2 Bucklersbury.  
 Harvey, James, 15 Somerset-st, Bath, Somersetshire, Mechanic and Engine Fitter. June 23 (in forma pauperis). Bath, Sept 26 at 11.  
 Hill, William, 26 Hunter-st, Liverpool, Foreman to an Omnibus Company. Pet Sept 5. Liverpool, Sept 26 at 1. Sol Blackhurst, Liverpool.  
 Houlden, John, Lincoln, Beer Retailer. Pet Sept 11. Lincoln, Sept 25 at 12. Sols Broke & Son, Lincoln.  
 Ivory, Vincent, 11 Park-st West, Luton, Straw Hat and Bonnet Manufacturer. Pet Sept 4. Luton, Sept 26 at 12. Sol Shepherd, Luton.  
 Jardine, Amelia, Dunstable, Bedfordshire, Widow, Scraw Hat Manufacturer. Pet Sept 12. London, Oct 7 at 11. Sols Sole, Turner, & Turner, 68 Aldermanbury.  
 Johnson, Frederic, 5 Zetland-ter, Nunhead, Chemist. Pet Sept 11 (in forma pauperis). London, Sept 30 at 1. Sols Aldridge & Bromley, 46 Moorgate-st.  
 Johnson, William, 26 Beaumont-st, High-st, Marylebone, Builder. Pet Sept 10. London, Oct 2 at 1. Sol Dalton, 3 Bucklersbury.  
 Jones, Michael, 12 Aston-pl, Holloway-rd, Islington, Grocer. Pet Sept 12. London, Oct 2 at 1. Sol Webb, Jewry-st, Minories.  
 Kidd, John, 63 Denbigh-st, Picnic, Middlesex, Commission Agent. Pet Sept 12. London, Sept 30 at 11. Sol Davis, 27 Moorgate-st.  
 Laws, John Howard, 3 Stanley-st, Picnic, Retailer of Beer. Pet Sept 12. London, Sept 30 at 1. Sol Peckham, 40 Lodge-st.  
 Lecker, William Thomas, 12 Seymour-cres, Euston-sq, Waiter. Pet Sept 9. London, Oct 2 at 12. Sol Tonge, 8 New-inn, Strand.  
 Martin, George Robert, Boyton, Suffolk, Miller. Pet Sept 9. Woodbridge, Sept 24 at 3. Sol Pollard, Ipswich.  
 Merrick, John, Chertsey, Surrey, Corn Dealer. Pet Sept 13. Chertsey, Oct 1 at 11. Sol Greenbrook, Chertsey.

Miles, Charles, Water-lane, Temple-st, Bristol, Chair Maker. Pet Sept 11. Bristol, Oct 3 at 12.30. Sol Wintle.  
 Oakley, Mark, Scarning, Norfolk, Boot and Shoe Maker. Pet Sept 11. East Dereham, Sept 29 at 11. Sol Tinkler, East Dereham.  
 Oldrey, Anne, 1 Carey-parade, Torquay, Devonshire, Milliner and Straw Bonnet Maker. Pet Sept 13. Newton-Abbot, Sept 26 at 11. Sol Carter, Torquay.  
 Pearce, George, 10 Princes-st, Hanover-sq, Middlesex, Tailor. Pet Sept 2. London, Oct 2 at 2. Sols Fraser & May, Dean st, Soho.  
 Pipe, James, Crompton, Suffolk, Wheelwright. Pet Sept 6. Woodbridge, Sept 24 at 3. Sol Pollard, Ipswich.  
 Poncean, Etienne Francois, & Edmond Caster, 32 King-st, Regent-st, Middlesex, Merchants. Pet Sept 13. London, Sept 30 at 2. Sol Chidley, 25 Old Jewry.  
 Probert, John, Great Malvern, Worcestershire, Tobacconist. Pet Sept 8. Birmingham, Sept 26 at 12. Sols Rea, Worcester, and Wright, Birmingham.  
 Rees, Rees, Taybott, Perthgishleish, Merthyr Tydfil, Collier. Pet Sept 13. Merthyr Tydfil, Oct 1 at 11. Sol Simons, Merthyr Tydfil.  
 Roberts, Henry, Garn, Dolbenham, Carnarvonshire, Assistant Draper. Pet Sept 10. Portmadoc, Sept 23 at 11. Sol Breese, Portmadoc.  
 Saltmarsh, John Jenner, 12 York-rd, Lambeth, Surrey, Pet Sept 11. London, Oct 2 at 2. Sol Olive, 47a Portsmouth-st, Lincoln's-inn-fields.  
 Sims, Mary, Belper, Derbyshire, Innkeeper. Pet Sept 11. Nottingham, Sept 30 at 11. Sols Leeds, Nottingham.  
 Smith, John, 144 Caledonian-rd, Middlesex, Foreman to a Contractor. Pet Sept 13. London, Sept 30 at 2. Sol McMillin, 11 South-sq, Gray's-inn.  
 Smith, William, 25 Bryan-st, Caledonian-rd, Stone Merchant. Pet Sept 12. London, Sept 30 at 1. Sol McMillin, 11 South-sq, Gray's-inn.  
 Strickland, Alfred, 66 Basinghall-street, Umbrella Manufacturer. Pet Sept 13. London, Oct 2 at 2. Sol Pook, Basinghall-st.  
 Sturt, William, Guildford, Surrey, Plumber. Pet Sept 13. London, Sept 30 at 2. Sol Geach, 3 Great James-st, Bedford-row.  
 Tomson, Benben, 41 Grafton-st, Northampton, Stone Mason. Pet Sept 10 (in forma pauperis). Northampton, Sept 27 at 10. Sol Becke, Northampton.  
 Walker, Thomas Stephen, Tythegoston, near Bridgend, Glamorganshire, Farmer. Pet Sept 13. Bristol, Sept 30 at 11. Sol Ensor, Cardiff.  
 Ward, Thomas, Garrett-lane, Wandsworth, Assistant to a Pulp Manufacturer. Pet Sept 15 (in forma pauperis). London, Oct 2 at 1. Sol Aldridge, 46 Moorgate-st.  
 Wombwell, Elizabeth, Johnson's Dairy, Highbury-park, Highbury, Waitress and Charwoman. Pet Sept 12 (in forma pauperis). London, Oct 2 at 11. Sol Aldridge, 46 Moorgate-st.  
 Wood, Edwin, 17 York-pl, Kentish-town, Middlesex, Stonemason. Pet Sept 11. London, Sept 30 at 12. Sol Chidley, 25 Old Jewry.  
 Wright, William, High-st, Epping, Essex, Baker. Pet Sept 11. London, Sept 30 at 1. Sol Philby, 3 Fenchurch-bldgs.

## BANKRUPTCY ANNULLED.

FRIDAY, Sept. 12, 1862.

Lambert, Joseph, Bradford, Yorkshire, Cloth and Shawl Manufacturer. July 15.

# GUARDIAN FIRE AND LIFE ASSURANCE COMPANY, No. 11, Lombard-street, London, E.C.

Established 1821.

SUBSCRIBED CAPITAL, TWO MILLIONS. PAID UP, ONE MILLION.

## DIRECTORS.

Sir MINTO FARQUHAR, Bart., M.P., Chairman.  
 CHARLES WILLIAM CURTIS, Esq., Deputy Chairman.  
 Henry Hulse Berens, Esq.  
 Henry Bonham Carter, Esq.  
 Chas. F. Devas, Esq.  
 Francis Hart Dyke, Esq.  
 Sir Walter R. Farquhar, Bart.  
 James Goodson, Esq.  
 Thomson Hankey, Esq., M.P.  
 John Harvey, Esq.  
 John G. Hubbard, Esq., M.P.  
 John Labouchere, Esq.  
 John Martin, Esq.  
 Rowland Mitchell, Esq.  
 James Morris, Esq.  
 Henry Norman, Esq.  
 Henry R. Reynolds, Esq.  
 Abraham John Roberts, Esq.  
 James Tulloch, Esq.  
 Henry Vigne, Esq.

## AUDITORS.

Lewis Layd, Esq.  
 Cornelius Faine, Jun., Esq.  
 Thomas Tallmarch, Esq., Secretary. — Samuel Brown, Esq., Actuary.

**LIFE DEPARTMENT.**—Under the provisions of an Act of Parliament, this Company now offers to new Insurers EIGHTY PER CENT. OF THE PROFITS, AT QUINQUENNIAL DIVISIONS, OR A LOW RATE OF PREMIUM, without participation of Profits.

Since the establishment of the Company in 1821, the Amount of Profits allotted to the Assured has exceeded in Cash value £660,000, which represents equivalent Reversionary Bonuses of £1,038,000.

After the Division of Profits at Christmas, 1859, the Life Assurance in force, with existing Bonuses thereon, amounted to upwards of £4,780,000; the Income from the Life Branch £207,000 per annum; and the Life Assurance Fund, independent of the Capital, exceeded £1,618,000.

**LOCAL MILITIA AND VOLUNTEER CORPS.**—No extra Premium is required for service therein.

**INVALID LIVES** assured at corresponding Extra Premiums.

**LOANS** granted on Life Policies to the extent of their values, if such value be not less than £50.

**ASSIGNMENTS OF POLICIES.**—Written notices of, received and registered.

**MEDICAL FEES** paid by the Company, and no charge for Policy Stamps.

Notice is hereby given, that FIRE Policies which expire at Michaelmas must be renewed within fifteen days at this Office, or with Mr. SAMS, No. 1, St. James's-street, corner of Pall Mall; or with the Company's Agents throughout the Kingdom, otherwise they become void.

Losses caused by Explosion of Gas are admitted by this Company.

